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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16

17 MICHAEL T. ARRIOLA,  
18 Plaintiff,  
19 vs.  
20 FORD MOTOR COMPANY; and  
21 DOES 1 through 10, inclusive,  
22 Defendants.

Case No.: 2:22-cv-04602-WLH (ASx)

Judge: Hon. Wesley L. Hsu  
Magistrate: Alka Sagar

**PROTECTIVE ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production  
3 of confidential, proprietary, commercially sensitive, personally identifiable  
4 information (“PII”), or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may be  
6 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter  
7 the following Stipulated Protective Order. The parties acknowledge that this Order  
8 does not confer blanket protections on all disclosures or responses to discovery and  
9 that the protection it affords from public disclosure and use extends only to the limited  
10 information or items that are entitled to confidential treatment under the applicable  
11 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
12 that this Stipulated Protective Order does not entitle them to file confidential  
13 information under seal; Local Rule 79-5 sets forth the procedures that must be  
14 followed and the standards that will be applied when a party seeks permission from  
15 the court to file material under seal.

16  
17 B. GOOD CAUSE STATEMENT

18 This action is likely to involve trade secrets, confidential customer information,  
19 and other valuable research, development, commercial, financial, technical and/or  
20 proprietary information for which special protection from public disclosure and from  
21 use for any purpose other than prosecution of this action is warranted. Such  
22 confidential and proprietary materials and information consist of, among other things,  
23 confidential business or financial information, information regarding confidential  
24 business practices, or other confidential research, development, or commercial  
25 information (including information implicating privacy rights of third parties),  
26 information otherwise generally unavailable to the public, or which may be privileged  
27 or otherwise protected from disclosure under state or federal statutes, court rules, case  
28 decisions, or common law. Accordingly, to expedite the flow of information, to

1 facilitate the prompt resolution of disputes over confidentiality of such material in  
2 preparation for and in the conduct of trial, to address their handling at the end of the  
3 litigation, and serve the ends of justice, a protective order for such information is  
4 justified in this matter. It is the intent of the parties that information will not be  
5 designated as confidential for tactical reasons and that nothing be so designated  
6 without a good faith belief that it has been maintained in a confidential non-public  
7 manner, and there is good cause why it should not be part of the public record of this  
8 case.

9  
10 2. DEFINITIONS

11 2.1 Action: Michael Arriola v. Ford Motor Company: Case No. 2:22-  
12 cv-04602-WLH-AS.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for protection  
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
18 Cause Statement.

19 2.4 Counsel (without qualifier): Outside Counsel of Record and House  
20 Counsel (as well as their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

1           2.7 Expert: a non attorney person with specialized knowledge or experience  
2 in a matter pertinent to the litigation who has been retained by a Party or its counsel  
3 to serve as an expert witness or as a consultant in this action, provided that no  
4 disclosure shall be made to any expert or consultant who is currently employed by a  
5 competitor of the Designating Party.

6           2.8 House Counsel: attorneys who are employees of a party to this action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9           2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
12 to this action but are retained to represent or advise a party to this action and have  
13 appeared in this action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party.

15           2.11 Party: any party to this action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this action.

20           2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24           2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

26           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or extracted  
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6 or their Counsel that might reveal Protected Material. However, the protections  
7 conferred by this Stipulation and Order do not cover the following information: (a)  
8 any information that is in the public domain at the time of disclosure to a Receiving  
9 Party or becomes part of the public domain after its disclosure to a Receiving Party  
10 as a result of publication not involving a violation of this Order, including becoming  
11 part of the public record through trial or otherwise; and (b) any information known to  
12 the Receiving Party prior to the disclosure or obtained by the Receiving Party after  
13 the disclosure from a source who obtained the information lawfully and under no  
14 obligation of confidentiality to the Designating Party Any use of Protected Material  
15 at trial shall be governed by a separate agreement or order.

16  
17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order shall remain in effect until a Designating Party agrees  
20 otherwise in writing or a court order otherwise directs. Final disposition shall be  
21 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
22 or without prejudice; and (2) final judgment herein after the completion and  
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
24 including the time limits for filing any motions or applications for extension of time  
25 pursuant to applicable law.

1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3     Each Party or Non-Party that designates information or items for protection under this  
4     Order must take care to limit any such designation to specific material that qualifies  
5     under the appropriate standards. The Designating Party must designate for protection  
6     only those parts of material, documents, items, or oral or written communications that  
7     qualify – so that other portions of the material, documents, items, or communications  
8     for which protection is not warranted are not swept unjustifiably within the ambit of  
9     this Order. Mass, indiscriminate, or routinized designations are prohibited.  
10    Designations that are shown to be clearly unjustified or that have been made for an  
11    improper purpose (e.g., to unnecessarily encumber or retard the case development  
12    process or to impose unnecessary expenses and burdens on other parties) expose the  
13    Designating Party to sanctions.

14            If it comes to a Designating Party’s attention that information or items that it  
15    designated for protection do not qualify for protection, that Designating Party must  
16    promptly notify all other Parties that it is withdrawing the mistaken designation.

17            5.2     Manner and Timing of Designations. Except as otherwise provided in  
18    this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
19    stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
20    under this Order must be clearly so designated before the material is disclosed or  
21    produced.

22            Designation in conformity with this Order requires:

23            (a) for information in documentary form (e.g., paper or electronic documents,  
24    but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
25    Producing Party affix the legend “CONFIDENTIAL” or “SUBJECT TO  
26    PROTECTIVE ORDER” to each page that contains protected material.

27            A Party or Non-Party that makes original documents or materials available for  
28    inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection  
 2 and before the designation, all of the material made available for inspection shall be  
 3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
 4 it wants copied and produced, the Producing Party must determine which documents,  
 5 or portions thereof, qualify for protection under this Order. Then, before producing  
 6 the specified documents, the Producing Party must affix the “CONFIDENTIAL” or  
 7 “SUBJECT TO PROTECTIVE ORDER” legend to each page that contains Protected  
 8 Material.

9 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
 10 that the Designating Party identify on the record, before the close of the deposition,  
 11 hearing, or other proceeding, all protected testimony.

12 (c) for information produced in some form other than documentary and for any  
 13 other tangible items, that the Producing Party affix in a prominent place on the exterior  
 14 of the container or containers in which the information or item is stored the legend  
 15 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 17 failure to designate qualified information or items does not, standing alone, waive the  
 18 Designating Party’s right to secure protection under this Order for such material.  
 19 Upon timely correction of a designation, the Receiving Party must make reasonable  
 20 efforts to assure that the material is treated in accordance with the provisions of this  
 21 Order.

## 22 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 25 designation of confidentiality at any time.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 27 resolution process by providing written notice of each designation it is challenging,  
 28 identifying where applicable the challenged designation by Bates number, and



1 describing the basis for each challenge. To avoid ambiguity as to whether a challenge  
2 has been made, the written notice must recite that the challenge to confidentiality is  
3 being made in accordance with this specific paragraph of the Protective Order. The  
4 parties shall attempt to resolve each challenge in good faith and must begin the  
5 process by conferring directly (in voice to voice dialogue; other forms of  
6 communication are not sufficient) within 14 days of the date of service of notice. In  
7 conferring, the Challenging Party must explain the basis for its belief that the  
8 confidentiality designation was not proper and must give the Designating Party an  
9 opportunity to review the designated material, to reconsider the circumstances, and,  
10 if no change in designation is offered, to explain the basis for the chosen designation.  
11 A Challenging Party may proceed to the next stage of the challenge process only if it  
12 has engaged in this meet and confer process first or establishes that the Designating  
13 Party is unwilling to participate in the meet and confer process in a timely manner.

14       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
15 court intervention, the Designating Party shall file and serve a motion to retain  
16 confidentiality in compliance with the procedures set forth in Local Rule 37-1 through  
17 37-4 within 45 days of the initial notice of challenge or within 30 days of the parties  
18 agreeing that the meet and confer process will not resolve their dispute, whichever is  
19 earlier. Each such motion must be accompanied by a competent declaration affirming  
20 that the movant has complied with the meet and confer requirements imposed in the  
21 preceding paragraph. Failure by the Designating Party to make such a motion  
22 including the required declaration within 45 days (or 30 days, if applicable) shall  
23 automatically waive the confidentiality designation for each challenged designation.  
24 In addition, the Challenging Party may file a motion challenging a confidentiality  
25 designation at any time if there is good cause for doing so, including a challenge to  
26 the designation of a deposition transcript or any portions thereof. Any motion brought  
27 pursuant to this provision must be accompanied by a competent declaration affirming  
28



1 that the movant has complied with the meet and confer requirements imposed by the  
2 preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. Frivolous challenges, and those made for an improper purpose  
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
7 the confidentiality designation by failing to file a motion to retain confidentiality as  
8 described above, all parties shall continue to afford the material in question the level  
9 of protection to which it is entitled under the Producing Party's designation until the  
10 court rules on the challenge.

## 11 12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 Action only for prosecuting, defending, or attempting to settle this Action. Such  
16 Protected Material may be disclosed only to the categories of persons and under the  
17 conditions described in this Order. When the litigation has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to

1 disclose the information for this litigation and who have signed the “Acknowledgment  
2 and Agreement to Be Bound” that is attached hereto as Exhibit A;

3 (b) the officers, directors, and employees (including House Counsel) of the  
4 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
5 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this litigation and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters, videographers and their staff.

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
12 to whom disclosure is reasonably necessary for this litigation and who have signed  
13 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian who otherwise possessed or knew the information provided that these  
16 individuals may only be shown the protected information and may not retain a copy  
17 of the protected information that was produced in this case.

18 (h) during their depositions, witnesses, and attorneys for witnesses, in  
19 the Action to whom disclosure is reasonably necessary and who have the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
21 agreed by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may be  
23 separately bound by the court reporter and may not be disclosed to anyone except as  
24 permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually  
26 agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this action as  
5 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena  
10 or order is subject to this Protective Order. Such notification shall include a copy of  
11 this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with  
15 the subpoena or court order shall not produce any information designated in this action  
16 as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” before a  
17 determination by the court from which the subpoena or order issued, unless the Party  
18 has obtained the Designating Party’s permission. The Designating Party shall bear the  
19 burden and expense of seeking protection in that court of its confidential material –  
20 and nothing in these provisions should be construed as authorizing or encouraging a  
21 Receiving Party in this Action to disobey a lawful directive from another court.

22  
23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this action and designated as “CONFIDENTIAL” or “SUBJECT TO  
27 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection  
28 with this litigation is protected by the remedies and relief provided by this Order.

1 Nothing in these provisions should be construed as prohibiting a Non-Party from  
2 seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce  
4 a Non-Party's confidential information in its possession, and the Party is subject to an  
5 agreement with the Non-Party not to produce the Non-Party's confidential  
6 information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party that  
8 some or all of the information requested is subject to a confidentiality agreement with  
9 a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
11 Order in this Action, the relevant discovery request(s), and a reasonably specific  
12 description of the information requested; and

13 (3) make the information requested available for inspection by the Non-Party

14 (c) If the Non-Party fails to object or seek a protective order from this court  
15 within 30 days of receiving the notice and accompanying information, the Receiving  
16 Party may produce the Non-Party's confidential information responsive to the  
17 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
18 Party shall not produce any information in its possession or control that is subject to  
19 the confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
21 of seeking protection in this court of its Protected Material.

22  
23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,  
2 and (d) request such person or persons to execute the “Acknowledgment and  
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4  
5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7           When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection,  
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
11 may be established in an e-discovery order that provides for production without prior  
12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
13 parties reach an agreement on the effect of disclosure of a communication or  
14 information covered by the attorney-client privilege or work product protection, the  
15 parties may incorporate their agreement in the stipulated protective order submitted  
16 to the court.

17  
18 12. MISCELLANEOUS

19       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the court in the future.

21       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26       12.3 Filing Protected Material. Without written permission from the  
27 Designating Party or a court order secured after appropriate notice, or upon another  
28 timeframe agreeable under the circumstances, to all interested persons, a Party may

1 not file in the public record in this action any Protected Material. A Party that seeks  
2 to file under seal any Protected Material must comply with Local Rule 79-5. Protected  
3 Material may only be filed under seal pursuant to a court order authorizing the sealing  
4 of the specific Protected Material at issue. If a Receiving Party's request to file  
5 Protected Material under seal pursuant to Local Rule 79-5.2.2 is denied by the court,  
6 then the Receiving Party may file the information in the public record pursuant to  
7 Local Rule 79-5.2.2(b)(ii) unless otherwise instructed by the court.

8  
9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
16 must submit a written certification to the Producing Party (and, if not the same person  
17 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
18 category, where appropriate) all the Protected Material that was returned or destroyed  
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
20 compilations, summaries or any other format reproducing or capturing any of the  
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section 4 (DURATION). ). [N]othing in this paragraph shall limit the use of Ford  
28

documents in deposition of Ford representatives or employees who have a legitimate need to see the information based on the intended subject matter of the deposition

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: October 20, 2023

STRATEGIC LEGAL PRACTICES, APC

By: /s/ Elizabeth A. LaRocque

Tionna Dolin

Elizabeth A. LaRocque

Attorneys for Plaintiffs,

MICHAEL T. ARRIOLA

Dated: October 20, 2023

MORTENSON TAGGART ADAMS LLP

By: /s/ Craig A. Taggart

Michael D. Mortenson

Craig A. Taggart

Hannah Biemann

Attorneys for Defendant

FORD MOTOR COMPANY

**ORDER**

Good cause appearing, the Court hereby approves this Stipulated Protective Order.

DATED: October 23, 2023

/ s / Sagar

HON. ALKA SAGAR

UNITED STATES MAGISTRATE JUDGE



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of ***Michael T. Arriola v. Ford Motor***  
***Company, 2:22-cv-04602-WLH(ASx)***. I agree to comply with and to be bound by  
all the terms of this Stipulated Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_